

**UNIFORM TENDER OF RATES AND/OR
CHARGES FOR TRANSPORTATION SERVICES**

OBM APPROVAL NO:
029-R0257

1A. Issuing Carrier, Bureau, Agency or Conference United Airlines, Inc. DHL Danzas as agent		2A. Tender No. ICC 400		2B. Supplement No.	
1B. Standard Carrier Alpha Code (SCAC) DZUA		2C. Cancels		2D. Supplement Nos. that Contain All Changes:	
3. Tendered to: <input type="checkbox"/> U.S. Government <input checked="" type="checkbox"/> Other (specify) Department of Defense		4. Issue Date 7/7/04		5. Effective Date 7/7/04	
				6. Expiration Date 12/31/04	
7. Movement Application <input checked="" type="checkbox"/> From-To <input type="checkbox"/> Between		8. Action Code (supplements only) <input type="checkbox"/> Addition <input type="checkbox"/> Deletion <input type="checkbox"/> Change		9. Carrier/Agency No. (if any)	
10. Freight Classification and Commodity Description					
10A. NMFC/UFC Item No. 999931		10B. Description of Articles (use blocks 15 and 17 for transportation services) Supply Class VIII Medical Supplies ONLY			
11A. Origin		(1) SPLC			
		(2) Point Name, County, State United States: Savage, MD; Ft Sam Houston, TX; Ft Lewis, WA; Walter Reed, Washington DC; and Ft Bragg, NC ONLY			
11B. Destination		Iraq			
12. Load Application (check appropriate box(es)) <input type="checkbox"/> Load <input checked="" type="checkbox"/> Less Load <input type="checkbox"/> Any Quantity <input type="checkbox"/> Overflow Not Applicable					
13A. Rate or Charge See attached		13B. Minimum Weights(s) 151 lbs		14. Route (Include Carrier Code (SCAC)) See Attached	
15. Protective Services					
(3)	Service	Charge	(3)	Service	Charge
	AGS			PSS	
	CSS			RSS	
	DDPS			SSS	
16. Classifications and Exceptions (insert exceptions, if any) The rates, charges, or services shown herein are subject to the rules which, at the time of movement, would govern the applicable class rates from and/or to the points and via the routes in this tender, except: Governing Publications & Tenders, Terms and Conditions and Service Guide					
17. Accessorial Services		17A. Rate or Charge			
		17B. Description of Service and Governing Publication Purpose of Tender is to provide heavyweight service from select locations in the US to Iraq. Shipments must consist of class VIII materials only.			
18. Operating Authority (Note Item 20A.)					

19. COMBINATION RATES (Check appropriate box)

☐ The rates and charges in this tender may be used as factors in the construction of any combination through rates, charges or other provisions.

☐ The rates and charges in this tender may be used as factors to make combination rates and charges to and/or from other points of origin and destination, provided that such other points are not more than thirty (30) highway miles distant from the pertinent point of origin or destination named in this tender. The distance shall be measured from (1) the nearest boundary, in the case of designated commercial zones; (2) the nearest corporate limit, in the case of incorporated communities not in commercial zones; or (3) the nearest post office within other points of origin or destination.

☒ The rates and charges in this tender may not be used in construction of combination rates or charges.

20. GENERAL TERMS AND CONDITIONS

a. Lawful Performance: Operating Authorities

The carrier(s) represent(s) to the United States that the services provided in this tender will be performed in accordance with applicable Federal, state and municipal laws and regulations and the carrier(s) hold(s) the required operating authority to transport the commodity from, to, or between the places specified in the authorized certificates, permits or temporary operating authorities.

b. Charges and Allowances

See GTRP Number D-94-03

c. Payment

Except for shipments covered by item 21(3) or 21(4) below, the carrier shall bill the United States on Standard Form 1113, Public Voucher for Transportation Charges, appropriately supported. Carriers shall send bills to the "Charges to be billed to" address shown on the face of Standard Form 1103, US Government Bill of Lading.

d. References

Where reference is made in this tender to an item, tender, tariff or classification, the reference shall be construed to include the supplements, amendments or reissues of that item, tender, tariff or classification, unless otherwise specified in this tender.

e. Cancellation of Tender

This tender may be cancelled by the carrier(s) on written notice of not less than (30) calendar days, except for shipments made from the original point of origin (or port of importation, where appropriate) before the effective date of the notice and except for any accrued rights and liabilities of either party to the tender. Cancellations or amendments may be made upon shorter notice by mutual agreement between the Government and the carrier(s) concerned.

f. Filing with regulatory bodies

The carrier(s) certifies (certify) that, where required, the necessary copies of this tender shall be filed concurrently with the Interstate Commerce Commission as stated in Section 10721(b)(2) of the Interstate Commerce Act, or with other regulatory bodies, as appropriate.

g. THIS TENDER WILL NOT ALTERNATE WITH ANY OTHER TENDER APPLICABLE FOR THE SAME SERVICE.

Receipt and acceptance of this tender by the Government shall not be considered as a guarantee to the carrier of a particular volume of traffic described in this tender.

21. CARRIER(S) OFFER AND INSTRUCTIONS

I am (we are) authorized to and offer on a continuing bases to the United States Government (subsequently called the Government), based on Section 10721 of the Interstate Commerce Act or other appropriate authority, the transportation services described in this tender, subject to the terms and conditions stated in this tender. The property to which rates apply must be shipped by or for the Government (1) on Government bills of lading; (2) on commercial bills of lading endorsed to show that such bills of lading are to be exchanged for Government bills of lading at destination or converted to Government bills of lading after delivery to the consignee; (3) on commercial bills of lading showing that the Government is either the consignor or the consignee and endorsed with the following legend: "Transportation under this tender is for the AMC/DoD, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and are to be reimbursed by the Government"; (4) on commercial bills of lading endorsed with the following legend: "Transportation under this tender is for the AMC/DoD, and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are to be reimbursed by the Government, according to cost-reimbursable contract number _____. This may be confirmed by contacting the agency at _____."

22. SIGNATURE(S) OF PARTY(IES) REPRESENTING CARRIER(S)

Issuing Carrier, Bureau, Agency or Conference United Airlines, Inc., Danzas AEI authorized Agent	Participating Carrier	Participating Carrier
By (Signature and Title of Authorized Officer or Agent) James Collins Director, US Gov. Business Development	By (Signature and Title of Authorized Officer or Agent)	By (Signature and Title of Authorized Officer or Agent)
Address 4698 World Parkway Circle St. Louis, MO 63134	Address	Address

DZUA
Uniform Tender
Of Rates and/or Charges
Of Transportation Services

AMC Tender 400
For USA Outbound (Ft Sam Houston, Ft Lewis,
Walter Reed, Ft Bragg and Savage)
Heavyweight Rates for
Class VIII Shipments To Iraq

Effective Date: July 7, 2004
Expiration Date: December 31, 2004

Tender 400

Origin Locations

Ft. Sam Houston, TX, USA

Ft. Lewis, WA, USA

Walter Reed, DC, USA

Ft. Bragg, NC, USA

Savage, MD, USA

Destination Locations

Iraq

INTERNATIONAL AIR TENDER PROGRAM

United Airlines Inc.
Danzas AEI Authorized Agent
dba DHL-Danzas Air & Ocean

Origin: **Savage, MD**
 Ft Sam Houston, TX
 Ft Lewis, WA
 Walter Reed, Washington, DC
 Ft Bragg, NC

Destination: **Iraq**

Weight in lbs.	Rate per lb.
+150	\$3.15
+330	\$3.05
+550	\$2.90
+1100	\$2.80
+2200	\$2.70

Rates per pound, not applicable for dangerous goods, oversize or upper deck cargo.
Rates Door to Door excluding Fuel and Security charged at cost

United Airlines, Inc. Danzas AEI Authorized Agent
TERMS AND CONDITIONS OF CARRIAGE ("Terms and Conditions")
IMPORTANT NOTICE

When ordering UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's services you, as "Shipper", are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that the Terms and Conditions shall apply from the time that UNITED A

"Shipment" means all documents or parcels that travel under one waybill and may be carried by any means UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT chooses, including air, road or any other carrier. A "waybill" shall include any label produced by UN

1. Customs, Exports and Imports

UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT may perform any of the following activities on Shipper's behalf in order to provide its services to Shipper: (1) complete any documents, amend product or service codes, and pay any duties or taxes required

2. Unacceptable Shipments

Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if:

- It is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department or o
 - No customs declaration is made when required by applicable customs regulations; or
 - UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT decides it cannot transport an item safely or legally (such items include but are not limited to: animals, bullion, currency, bearer form negotiable instruments, precious metals and ston
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3. Deliveries & Undeliverable

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named R

4. Inspection

UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT has the right to open and inspect a Shipment without prior notice to Shipper.

5. Shipment Charges & Billing

UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT to confirm t

6. UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's Liability

UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's liability is strictly limited to direct loss only and to the per kg. /lb. limits in this Section 6. If Shipper regards these limits as insufficient it must make a special declaration of value and request

\$US 100; or

For certain international Shipments in which the Warsaw Convention applies, approximately \$US 20.00/kg. or \$US 9.07/lb., depending on the applicable law;

or

\$US 10.00/kg. or \$US 4.54/lb. for Shipments transported by road (not applicable to the US).

7. Claims

Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

All claims must be submitted in writing to UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT within thirty (30) days from the date that UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT accepted the Shipment, failing which UNITED AIRLINES, INC. DANZAS AEI

All of the original shipping cartons, packing and contents must be made available for UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's inspection and retained until the claim is concluded.

UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT is not obligated to act on any claim until all transportation charges have been paid.

8. Shipment Value Protection

If the Shipment has an actual value greater than the liability limits listed in Section 6, UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT can arrange shipment value protection for Shipper covering the actual cash value in respect of loss of or physical

9. Delayed Shipments

UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT will make every reasonable effort to deliver the Shipment according to UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's regular delivery schedules, but these are not guaranteed and do not form part of t

10. Circumstances Beyond UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's Control

UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT is not liable for any loss or damage arising out of circumstances beyond UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's control. These include but are not limited to: "Act of God" - e.g. earthquake,

11. Warsaw Convention

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, if applicable, governs and in most cases limits UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED Agent's

12. Shipper's Warranties and Indemnity

Shipper shall indemnify and hold UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and

- All information provided by Shipper or its representatives is complete and accurate;
- Shipper protected the Shipment against unauthorized interference during preparation, storage and transportation to UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT;
- The Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- All applicable Customs, import, export and other laws and regulations have been complied with; and The waybill has been signed by Shipper's authorized representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.

13. Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places which UNITED AIRLINES, INC. DANZAS AEI AUTHORIZED AGENT deems appropriate.

14. Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment.

15. Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.